

NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038  
Fax No. (985) 448-4921

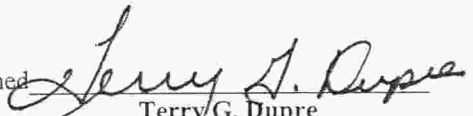
BID NO. **SB01511**

Date: **November 9, 2009**

EO/AA Employer, M/F/H/V

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on December 2, 2009** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
Terry G. Dupre  
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

**DESCRIPTION**

**Microscopes for Biology Department.....**

**INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE. 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA. 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. As a state agency, the University is NOT liable for state sales tax enacted by the State Legislature and in effect at the time of issuance of the order. 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. 10. Additions for packing or other items not quoted will not be allowed.**

**BIDDER SHALL FILL IN ALL BLANK SPACES**

Terms will be \_\_\_\_\_ and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Date \_\_\_\_\_

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered \_\_\_\_\_

Signed \_\_\_\_\_

## Purchasing Office

P.O. Box 2052  
Thibodaux, LA 70310  
985.448.4038  
Fax: 448.4921

NICHOLLS  
STATE UNIVERSITY  
A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

November 9, 2009

### PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On **December 2, 2009 at 3:00 P.M.** for:

#### *"SB01511--Microscopes for Biology Department"*

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>

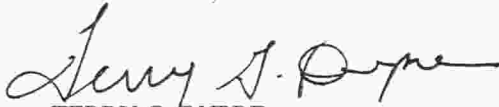
No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA



TERRY G. DUPRE  
Director of Purchasing

**TO BE RUN:** November 12, 2009

**TO BE OPENED:** December 2, 2009

**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

Delivery: Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Special Envelope:** To assure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky material, the special bid envelope should be firmly affixed to the mailing envelope.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

-Continued-

-Continued-

## GENERAL CONDITIONS

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or a certified check. (PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(\*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

### FOR THIS BID SOLICITATION:

BID BOND REQUIRED: \_\_\_\_\_ Yes      X   No

PERFORMANCE AND  
PAYMENT BONDS REQUIRED: \_\_\_\_\_ YES      X   NO

PURCHASE WILL BE EXECUTED WITH:   X   Purchase Order Only  
\_\_\_\_\_ Purchase Order and Formal Two Party Contract  
\_\_\_\_\_ Formal Two Party Contract Only

A Member of the University of Louisiana System

**BID FORM**  
**NICHOLLS STATE UNIVERSITY**  
**PAGE 1 OF 2**

1. NIKON E200 MICROSCOPE #MCA74202, E200 BASIC SET R (120V)-  
RIGHT HANDED MODEL, E PLAN 4,10,40, BINOCULAR SET  
INCLUDES:

- ♦ E200 MAIN BODY (120V) RIGHT SIDE FINE FOCUS
- ♦ LEFT SIDE COARSE & FINE FOCUS WITH TENSION ADJUST  
KNOB QUADRUPLE NOSEPIECE
- ♦ MECHANICAL STAGE RIGHT HANDLE
- ♦ PUSH TO DROP REFOCUSING MECHANISM
- ♦ HALOGEN ILLUMINATOR BASE
- ♦ FIELD LENSES UNIT WITHOUT DIAPHRAGM
- ♦ HALOGEN LAMP 6V-20W
- ♦ VINYL COVER
- ♦ INSTRUCTION MANUAL
- ♦ HEX KEY (TO REMOVE SHIPPING CLAMPS)
- ♦ POWER CORD 120V E2-TB BINOCULAR EYEPIECE TUBE  
(ROTATES 180 DEGREES TO ADJUST HEIGHT)
- ♦ ANTI-MOLD EYEPIECE CFI E 10X (FIELD NO. 20)-TWO  
EYEPIECES PROVIDED E@-C ABBE CONDENSER N.A. 1.25  
WITH APERTURE DIAPHRAGM MARKED IN OBJECTIVE  
MAGNIFICATION
- ♦ FILTER HOLDER (33MM) BLU FILTERS 33MM CFI E PLAN  
ACHROMAT 4X, N.A. 0.10, W.D. 30MM CFI E PLAN ACHROMAT  
10X, N. A. 0.25, W. D. 7MM CFI EPLAN ACHROMAT 40X, N. A.  
0.65, W.D. 0.65MM, SPRING-LOADED

12 EACH @\$\_\_\_\_\_EACH                      TOTALS \_\_\_\_\_

INSTALLATION AND TRAINING TO BE INCLUDED IN BID PRICE

FREIGHT AND HANDLING CHARGES TO BE INCLUDED IN BID PRICE

NO SUBSTITUTES SHALL BE ACCEPTED, ALL PARTS AND ACCESSORIES MUST  
BE COMPATIBLE AND INTERCHANGEABLE WITH EXISTING NIKON E200 IN  
DEPARTMENT FOR CONTINUITY IN STUDENT CLASSROOM USE.

2. NIKON SMZ-645 STEREO MICROSCOPE #MMA36300OR EQUAL

- ♦ 0.8X TO 5X ZOOM RANGE
- ♦ 6.3 TO 1 ZOOM RATIO
- ♦ EYEPIECE INCLINATION 45 DEGREES FROM HORIZONTAL
- ♦ ERECT/UNREVERSED IMAGE 360 DEGREES ROTABLE WITH  
DUAL LATERAL ZOOMING KNOBS WITH ON/OFF  
CLICKSTOPS, ANTI-MOLD, AIR-TIGHT AND ESD
- ♦ 115MM OF WORKING DISTANCE
- ♦ MAGNIFICATION OF 8X TO 50X WITH 10X EYEPIECES

12 EACH @\$\_\_\_\_\_EACH                      TOTALS \_\_\_\_\_

**BID FORM**  
**NICHOLLS STATE UNIVERSITY**  
**PAGE 2 OF 2**

3. NIKON C-10X WIDEFIELD EYEPIECE #MMK30102OR EQUAL,  
ADJUSTABLE, F.N. 22MM, 30MM DIAMETER, ACCEPTS 25 MM  
RETICLE
- 24 EACH @\$\_\_\_\_\_EACH                      TOTALS\_\_\_\_\_
4. NIKON DUPLEX EPI/DIA FOCUS STAND #83350 OR EQUAL
- 12 EACH @\$\_\_\_\_\_EACH                      TOTALS\_\_\_\_\_
5. NIKON 15W QH BULB #83351 OR EQUAL, FOR DUPLEX EPI/DIA  
FOCUS STAND
- 12 EACH @\$\_\_\_\_\_EACH                      TOTALS\_\_\_\_\_
6. NIKON 5WFI BULB #83352 OR EQUAL, FOR DUPLEX EPI/DIA FOCUS  
STAND
- 12 EACH @\$\_\_\_\_\_EACH                      TOTALS\_\_\_\_\_

DUE TO THE NEED FOR COMPATIBILITY, ITEMS #2-6 WILL BE  
AWARDED TO THE VENDOR WHO SUBMITS THE LOWEST TOTAL  
NET LUMP SUM.

TOTAL NET LUMP SUM FOR ITEMS #2-6    \$\_\_\_\_\_

INSTALLATION AND TRAINING TO BE INCLUDED IN BID PRICE.

FREIGHT AND HANDELING CHARGES TO BE INCLUDED IN BID PRICE.

THE UNIVERSITY WILL BE CLOSED NOVEMBER 23-27, FOR THE HOLIDAYS.

\*\*\*PLEASE INCLUDE SHIPPING COSTS, FUEL SURCHARGES, HAZARDOUS MATERIAL  
FEES, AND ANY OTHER APPLICABLE FEES THAT APPLY IN ALL BID PRICES.  
ESTIMATED SHIPPING COSTS ARE NOT ACCEPTABLE. ALL BIDS RECEIVED WITHOUT  
INCLUDING THE SHIPPING COSTS IN THE INDIVIDUAL ITEM COST MAY BE REJECTED  
WITHOUT FURTHER CONSIDERATION.\*\*\*

THE BRAND NAMES SPECIFIED ARE USED ONLY TO DESCRIBE THE STANDARD OF  
QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED  
TO LIMIT OR RESTRICT COMPETITION. HOWEVER, IF BIDDING AN "EQUIVALENT" TO  
BRAND SPECIFIED IT IS MANDATORY THAT BIDDER FURNISH WITH BID DETAILED  
LITERATURE AND/ OR SPECIFICATIONS TO BE USED IN EVALUATION OF PRODUCT.  
FAILURE TO SUBMIT SAID INFORMATION MAY BE CAUSE FOR BID NOT TO BE  
CONSIDERED.

\*\*\*\*\*  
**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED,  
MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA  
ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**  
\*\*\*\*\*

**SPECIAL CONDITIONS**

**BID NUMBER: SB01511**

**BID OPENING: December 2, 2009**

In accordance with the Louisiana Revised Statute 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

**DO YOU CLAIM THIS PREFERENCE? YES\_\_\_\_\_ NO\_\_\_\_\_**

**SPECIFY ITEM NUMBER(S) \_\_\_\_\_**

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:  
\_\_\_\_\_

***FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.***

***Bidder shall provide with bid detailed information as to how the item qualifies for this preference.***

***This preference may be allowed if all of the following conditions are met:***

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.***
- 3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.***

**CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.